



Boehringer
Ingelheim

Boehringer Ingelheim Pharma KG · 88397 Biberach an der Riss

Mr

Birkir Sveinsson MD
Miðskógar 1 225

Bessastaðahreppi
Iceland.

Boehringer Ingelheim
Pharma KG
Cardiovascular Research

30 July 2001

Dear Dr. Sveinsson,

please find enclosed our duly signed Standard Secrecy Agreement in duplicate. Please be so kind as to sign one and send it back to us if you can agree to the statements made.

We would appreciate if you could mail the material you intend to send to us to the following address:

Dr. Henri Doods
Boehringer Ingelheim Pharma KG

88397 BIBERACH
Germany

Our reference
uh

Ulrike Hagel
Phone +49/73 51/54-78 47
Fax +49/73 51/54-51 28
E-Mail ulrike.hagel@bc.boehringer-ingelheim.com

Birkendorfer Strasse 65
88397 Biberach an der Riss
Germany
Phone +49/73 51/54-0
Fax +49/73 51/54-46 00
www.boehringer-ingelheim.com

Please do not hesitate to get in touch with us if you need further information.

Best regards


Ul. Hagel

Enclosure

Board
Ulrich Pitkamin
(Chairman)

Seat Ingelheim am Rhein
Commercial Register
Bingen HR A 2206

Deutsche Bank AG
BLZ 550 700 40
Account No. 0110 320

Secrecy Agreement

between

Birkir Sveinsson MD.

Mioskógar 1 225

Bessastaðahreppi

Iceland

(hereinafter called "Birkir Sveinsson")

and

Boehringer Ingelheim Pharma KG

Birkendorfer Str. 65

88397 Biberach an der Riss

Germany

(hereinafter called "BI")

The parties to this Agreement intend to exchange certain confidential information relating to the invention of Birkir Sveinsson concerning a potential clinical use for GCRP-Antagonists (hereinafter referred to as "Project").

1. For the purpose of this Agreement "Information" shall mean all visual, oral, written and/or electronic information and data relating to the Project as well as any samples thereof and will be exchanged for the purpose of a business relationship.

Birkir Sveinsson and BI undertake for 5 years from the date of signature last mentioned below:

- (i) to hold in strict confidence all Information which has been or will be made available to each company (hereinafter called "Receiving Party") by the other company (hereinafter called "Providing Party") and accordingly not to disclose such Information to third parties without prior written consent of the Providing Party, except to such responsible employees and/or advisors of Receiving Party or of its affiliated companies to whom it shall be essential to disclose such Information,
 - (ii) not to use it for any other purpose than agreed herein and
 - (iii) to refrain from performing any work for commercial purposes in connection with the Information, either directly or indirectly.
3. Before Information is passed on to employees and/or advisors referred to in clause 2 (i) above, Receiving Party undertakes to impose all obligations on such employees and/or advisors as imposed on Receiving Party under this Agreement.
 4. Receiving Party undertakes to provide Providing Party with all data Receiving Party has collected concerning the Project in the course of relationship. All rights in the Information and the data shall remain vested in the Providing Party.

Furthermore, Receiving Party agrees immediately upon Providing Party's request:

- (i) to return all Information received from Providing Party without retaining copies, except for one copy which might be retained by Receiving Party for documentation purposes only and

(ii) to cease any and all work in connection with the Information and to refrain from using, either directly or indirectly, the Information whether provided by Providing Party or generated by Receiving Party in the course of the relationship.

5. The obligations both to keep secret and not to use the Information shall not apply in the event that the respective Information

(i) can be shown by written documentation to have been known to Receiving Party prior to disclosure by Providing Party, or

(ii) comes into public domain by publication or otherwise through no breach of this Agreement, or

(iii) can be shown by written documentation to have been made known to Receiving Party from another source without being supplied either directly or indirectly by Providing Party, or

(iv) can be shown by written documentation to have been independently developed or created by the Receiving Party without access to the Information supplied.

6. The submission of the Information shall not be construed as an offer preliminary to an option to a license or as an obligation of either party to enter into any further agreements with the other party.

7. This Agreement shall be exclusively governed by German laws. Place of venue is the competent court for Biberach.

Biberach, 27.07.2001

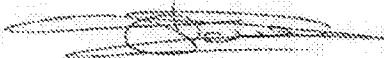
Bessastaoahreppi,2001

Boehringer Ingelheim Pharma KG



A. Dchio

ppa.



Dr. H. Doods

.....
Birkir Sveinsson MD.



Boehringer
Ingelheim

Boehringer Ingelheim
Pharmaceuticals Inc.

Birkir Sveinsson, M.D.

Mioskogar 1 225
Bessastaoalreppi
Iceland

June 25, 2002

CGRP Antagonists for Psoriasis

Stephen H. Polmar, Ph.D., M.D.
Telephone 001-203-798-6556
Telefax 001-203-798-4336
E-Mail spolmar@rdg.boehringer-ingelheim.com

Dear Dr. Sveinsson

900 Ridgebury Rd/P.O. Box 368
Ridgefield, CT 06877-0368
Telephone (203) 798-9988

This letter is to confirm that Boehringer Ingelheim (BI) had discussions with you over a period of months in 2001 concerning the concept of the use of CGRP antagonists for psoriasis therapy. Our internal evaluation including review of the literature suggested that this was both an interesting and sound therapeutic concept worthy of further study. However, when evaluating our currently available CGRP antagonists for topical therapy in psoriasis, we determined that our antagonists were not suitable for this route of administration. For these reasons, as I discussed with you previously, BI will not pursue the psoriasis indication for our CGRP antagonists.

On behalf of my colleagues at BI, we appreciated your bringing this concept to our attention, and we wish you all possible success in pursuing it.

With kind regards

Stephen H. Polmar, Ph.D., M.D.
International Head
Therapeutic Area Immunology

CC: Dr. Peter Boehm
Dr. Henri Doods

GlaxoWellcome

29 March 1999

Dr G Birker Sveinsson
Hudlaeknastodin
Smaratorg 1
200 Kopavogur
Iceland

Direct tel 0181 990 8281
Direct fax 0181 990 8061

Our ref mh\ps\letter\sveinsson.doc

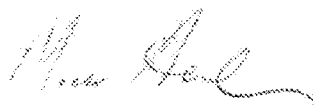
Dear Dr Sveinsson

Sorry I was not able to meet you at the AAD, but unfortunately due to a fault in our internal e-mail system, details of your hotel etc did not get to me until after my return from the US.

I should be grateful if you would sign both copies of the enclosed confidentiality agreement returning one copy to me. Once you have done this, please feel free to call me at your convenience so that we can discuss your proposals in a little more detail.

I look forward to hearing from you.

With best wishes



Mick Herdman
Clinical Project Manager

Glaxo Wellcome Research and Development

Stockley Park
Uxbridge
Middlesex
UB8 3TJ
UK

Telephone
+44 (0)181 990 9876

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Registered Office
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Barnby Avenue
Stevenage
Hertfordshire SG8 0NN

GlaxoWellcome

26 May 1999

Dr G Birker Sveinsson
Hudlaeknastodin
Smáratorg 1
200 Kopavogur
Iceland

Direct tel 0181 990 8281
Direct fax 0181 990 8126

Our ref: mh\ps\jetter@sveinsson2.is

Dear Dr Sveinsson

It was nice to talk with you again last week. Thank you for sending us your outline research proposal and also for returning the signed secrecy agreement.

As we discussed, I am arranging to have your proposal reviewed by one of our scientists who has a more detailed knowledge of the basic mechanisms that you have discussed. I will contact you again once I have received comments from my colleague.

Unfortunately I do not know how long the review process will take, but please feel free to contact me at any time if you wish to discuss progress.

With best wishes

Mick Hardman
Clinical Project Manager

e-mail: mh2502@glaxowellcome.co.uk

Glaxo Wellcome Research and Development

Sharnbrook Park
Bucks
MK16 9PT
UK

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0950 0950 0950

22 July 1999

Dr G Birker Sveinsson
Hudlaeknastodin
Smaratorg 1
200 Kopavogur
Iceland

Direct tel 0181 990 8281
Direct fax 0181 990 8126

Our ref mh\ps\letter\sveinsson3.doc

Dear Dr Sveinsson

Thank you very much for sending us your review of the potential role of CGRP in psoriasis. As you know this has been circulated to some of my colleagues for comment.

In general your review was found to be timely and very comprehensive. I have listed below some specific points raised by my colleagues which you may like to consider.

- What happens to CGRP levels in lesional and uninvolved skin of psoriatic patients?
- What effect does therapy, that clears the lesions, have on levels?
- Is the reduced CGRP phenomenon observable in other immuno-inflammatory skin lesions e.g. eczema?
- You make a comment about the AA patient having "completely normal" skin on the "clear" area. By what criteria? This is a fundamental issue.
- What evidence do you have that the reduced levels of GCRP are not a consequence of the "altered blood flow without any macroscopic changes" rather than a cause of same.
- The pathophysiology of psoriasis is more than keratinocyte hyperproliferation, vasodilation and leukocyte infiltration even though these features are important.
- Much more clinical evidence is required to justify the role of a GCRP antagonist.

I should point out to you at this stage that currently psoriasis is not a priority disease area within Glaxo Wellcome and as such any potential products must also have a significant role in other diseases. You may like to consider what similarity exist between your hypothesis for

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Glaxo Research and Development Limited
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Registered Office
Glaxo Wellcome House
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Harrogate
North Yorkshire HG8 9NN

(2)

psoriasis and other conditions such as rheumatoid arthritis, where there is known to be a dual indication for some existing pharmaceutical products.

As you know this basic science is not really the remit of the Clinical Development Group within GW. I have spoken with my colleague, Dr Steve Foord, who has a particular interest in CGRP and he is happy to be your main point of contact from now on. His address is:

Dr Steve Foord,
Glaxo Wellcome
Receptor Systems
Bldg 6, Room G237
Stevenage UK

I should like to thank you once again for sending us such a stimulating review and I wish you well with your continuing research.

Yours sincerely



Mick Herdman
Clinical Project Manager

cc: Christine Parker
Steve Foord
Karen Affleck

Næverland 3
DK-2600 Glostrup
Denmark
Telephone: +45 43 43 03 55
Fax: +45 43 43 22 24

Dr. Birkir Sveinsson
Midskógar 1
225 Bessastadahreppi
ICELAND

15. juni 1998
BD/VWI

Kære Birkir.

Jeg har fra Holland modtaget vedlagte forslag til "Confidentiality Agreement". Er du sød at læse den igennem og se, om du har kommentarer. Har du mulighed for at ringe til mig på +45 43 430355 og give mig besked, hvorvidt der skal ændringer i eller hvorvidt de kan sende den, som den er direkte til dig til underskrift?

Det er en standard "Confidentiality Agreement", men naturligvis kan den tilpasses, hvis du har nogle specielle ønsker.

Jeg glæder mig til samarbejdet med dig og glæder mig til at høre fra dig.

Med venlig hilsen
Yamanouchi Pharma a/s



Elisabeth de Darko

Bilag

Elisabethhof 19
P.O. Box 108
3350 AC Leidsdorp
The Netherlands
Telephone +31 71 5455746
Telefax +31 71 5455800

Direct line (071) 545 5

Direct fax (071) 545 5 749

Our ref. 820

Your ref. DW/yp/347

Date 1 July 1998

• Dr. Birkir Sveinsson
Midskógar 1
225 Bessastadahreppi
ICELAND

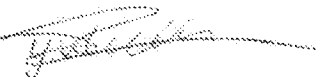
Re: Confidentiality Agreement - SEC 980227

Dear Dr. Sveinsson,

We herewith send you two copies of the above-mentioned agreement, signed on behalf of Yamanouchi Europe B.V.

Please initial and sign both copies and return one duly signed to us for our files.

Yours sincerely,
Yamanouchi Europe B.V.



Y. van Putten
Secretary to Mr D.W. Witteveen
Manager Legal and Trademarks

Encl.

CONFIDENTIALITY AGREEMENT

In consideration of the disclosure by Dr. Birkir Sveinsson, Midskógar 1, 225 Bessastadahlreppi, Iceland, (hereinafter referred to as "SVEINSSON") to Yamanouchi Europe B.V., Elisabethhof 19, 2353 EW Leiderdorp, The Netherlands (hereinafter referred to as "YAMANOUCHI") and its affiliated companies of know-how, data, instructions or any other information with regard to the to be developed product for the treatment of psoriasis (hereinafter referred to as "the INFORMATION") for the purpose of YAMANOUCHI to evaluate the above mentioned product, YAMANOUCHI agrees, undertakes and binds itself for a period of five (5) years after signature of this agreement

- 1 to keep the INFORMATION strictly confidential and in no way or at no time make use thereof except for the purpose recited above nor to disclose the same to any persons except responsible and qualified employees, including those of its affiliated companies, to whom it shall be necessary to disclose the INFORMATION for said purpose;
- 2 without prejudice to its obligations pursuant to the present Agreement, to return to SVEINSSON, immediately on request, all documents containing the INFORMATION or any part thereof including all copies, photostats and extracts made thereof and thereafter not to exploit or use the INFORMATION for any purpose whatsoever.

YAMANOUCHI's obligations from stipulation 1 above do not apply to INFORMATION which

- a) was known to YAMANOUCHI or any of its affiliated companies prior to receipt thereof;
- b) was known to the public or generally available to the public prior to receipt thereof;
- c) became known to the public or generally available to the public subsequent to receipt thereof through no fault or action of YAMANOUCHI or any of its affiliated companies;
- d) was received by YAMANOUCHI or any of its affiliated companies at any time, without an obligation to maintain secrecy thereof, from a third party.

The INFORMATION will be disclosed by SVEINSSON on the express understanding that neither SVEINSSON nor YAMANOUCI will have an obligation to enter into any further agreement relating to the INFORMATION.

This Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands.


The proper venue shall exclusively be the competent court in The Netherlands.

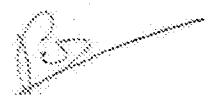
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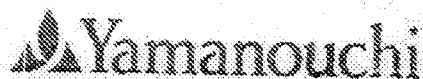
Leiderdorp, 21 June 1998
Yamanouchi Europe BV

4 Aug.
Bessastadahreppi, June 1998
Dr. Birkir Sveinsson

Birkir Sveinsson


S. Takahashi
President & CEO


Prof. P. van Brummelen
Vice President R&D



Yamanouchi Pharma a/s

Navnland 3
DK-2600 Sløstrup
Danmark
Telephone: +45 43 43 00 85
Fax: +45 43 43 22 24

Telefax Yamanouchi Pharma a/s Nordic

Antal sider: 6 (inkl. denne side)

Til:	Fra: Elisabeth de Darko
Afd:	Afd: Medicinsk
Att: Birkir Sveinsson	Ref: ED/vwi
Fax nr: +354 555 1643	Dato: 11. september 1998
cc:	cc:
Vedr: Møde i Amsterdam	

Kæ Birkir,

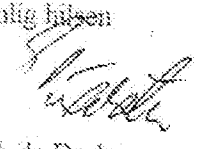
Som lovet herved omsider en agenda for mødet i Holland den 16. september. Jeg vedlægger også en kopi af jeres hotelreservation til SAS hotellet, hvor jeg regner med, at vi mødes den 15. Piet Pijper og jeg vil være på hotellet ca. 18.30, og jeg forventer, at vi kan starte middagen kl. 19.00-20.00. Piet har bestilt bord på en restaurant.

Den 16. om morgenen kan vi tage en taxa sammen ud til Leiderdorp, hvor mødet finder sted. Min kollega Ceirh Korstanje, der også skulle have deltaget i mødet, er desværre blevet forhindret i at deltage, men har forberedt en del spørgsmål, som han har afleveret til Piet Pijper på forhånd.

Endelig vedlægger jeg et par kopier af aendringer i mino. Jeg glæder mig til at træffe dig og din frue tirsdag aften og håber, vi får et spændende og konstruktivt møde den 16.

I må foreløbig have en god tur til Italien. Hvis du har nogle spørgsmål, er jeg at træffe privat i week-enden, på kontoret hele mandagen men i Holland tirsdag morgen. Foreløbig på I have en hyggelig week-end og et godt møde i Holland.

Med venlig hilsen



Elisabeth de Darko



Yamanouchi Europe B.V.

Subject: Agenda for Dr. Birkir Sveinsson's visit, 16 September 1998
(PP/KU/98.374)

Date: 7 September 1998

From: P.J. Pijper

To: Birkir Sveinsson, MD
Elisabeth de Darko, MD

Copy to: A.M.M. Vollerling

Date: 16 September 1998
Time: 09.00 a.m. - 11.00 a.m.
Place: Executive conference room
Yamanouchi Europe - Headquarters
Elisabethhof 19 - Leiderdorp
Participants: Birkir Sveinsson, MD
Elisabeth de Darko, MD (YP-NOR)
Pieter Pijper, PhD (YP-IHQ)

AGENDA

- | | | |
|----|---|--------------|
| 1. | Welcome | P. Pijper |
| 2. | Presentation of Yamanouchi Europe | P. Pijper |
| 3. | Presentation of research proposal | B. Sveinsson |
| 4. | General discussion of research proposal | All |
| 5. | Summary and next steps | P. Pijper |

Næverland 3
DK-2600 Glostrup
Denmark
Telephone: +45 43 43 03 55
Fax: +45 43 43 22 24

Dr. Birkir Sveinsson
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225 Bessastadahreppi
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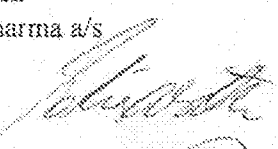

9. november 1998
ED/VWI

Kære Birkir,

Tusind tak for en meget hyggelig aften i jeres smukke hjem. Det var spændende at høre dine resultater indtil nu, og jeg håber som du, at projektet fører til noget. Som lovet fremsender jeg nogle flere artikler til din "godnat læsning".

Vi snakkes ved.

Med venlig hilsen
Yamanouchi Pharma a/s


Elisabeth de Darko


Bilag

Eleutherhof 18
P.O. Box 108
2050 AC Leiden/Corp
The Netherlands
Telephone +31 71 5455745
Telex +31 71 5455500

Direct line (071) 546 5 712

Direct fax (071) 546 5 218

Our ref.

FFG83/PP/DvV

Your ref.

Date

22 February 1999

Dr. Birkir Sveinsson
Midskógar 1
225 Bessastadahreppi
ICELAND

Re: Development of a CGRP antagonist for the treatment of psoriasis


Dear Dr. Sveinsson,

To my regret I have to inform you that we will not follow your proposal to develop a CGRP antagonist for the treatment of psoriasis based on your clinical observations and conclusions from the literature. Having studied your data package we have come to the conclusion that the proposed development is complicated (involving chemical, pharmaceutical and clinical development programmes), risky, costly and probably very time consuming. In view of our priorities in R&D (development of Yamanouchi compounds) we simply do not have the human and financial resources to embark on such a project.

With this letter I return the data package to you and I thank you for sharing this information with us. You can be assured of our confidentiality in this matter. I sincerely hope that you will succeed in finding another party that is interested in joining forces with you.

Respectfully yours,

YAMANOUCHI EUROPE B.V.



Pieter J. Pijper
Project Manager Europe

Copy to: E. de Darko (YP-Den)